IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA CENTRAL DIVISION

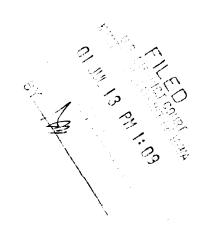
ASA-BRANDT, INC. a/k/a ASA-BRANDT PARTNERSHIP; PHILLIP ASA; KEITH BRANDT; ROBERT BECKER; DENNIS CINK; DUANE DEWAARD; BEVERLY EVERETT; RICHARD GARDNER; EDWARD A. OTIS; JIM OTIS; RONALD SCHMIDT; and DEBRA SCHMIDT,

Plaintiffs,

vs.

FARMERS CO-OPERATIVE SOCIETY,

Defendant.



No. C01-3021-MWB

VERDICT FORM

As to plaintiffs Asa-Brandt, Inc. a/k/a Asa-Brandt Partnership, Phillip Asa and Keith Brandt, we, the jury, unanimously find as follows:

	THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT					
1	On the	laintiffs				
	you find? (If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiffs' breach-of-fiduciary-duty claim.)		esley			
2	If you these p					
	+4					

	THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT					
3	Punitive Damages (If you have found in favor of the Asa-Brandt plaintiffs, you may award punitive damages as punitive damages are	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiffs' breach-of-fiduciary-duty claim.)	Yes No			
	explained in Final Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$5000			
		Was the conduct of defendant Wesley directed specifically at the Asa-Brandt plaintiffs?	Yes No			

Т	THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY					
1	On the Asa-Brandt plaintiffs' claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to the Asa-Brandt plaintiffs? (If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	XYes No				
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to the Asa-Brandt plaintiffs? (If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	No				
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to the Asa-Brandt plaintiffs was the proximate cause of damage to the Asa-Brandt plaintiffs? (If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No				
4	If you found in favor of the plaintiffs on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to the Asa-Brandt plaintiffs? (<i>Please mark all that apply</i> .)					

Т	HE ASA	A-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FI	DUCIARY DUTY
	A.	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	c.	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. \(\frac{1}{2} \)	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.	
	I	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.	
5	you aw Wesley	found in favor of the Asa-Brandt plaintiffs, what damages do rard to these plaintiffs on this claim, as damages for defendant v's breach of fiduciary duty are explained in Final Jury tion No. 11?	
	A.	Monetary losses, in the amount of \$, or	
	В.	"Benefit of the bargain" damages, in the amount of \$, or	
	c_ _	Nominal damages in the amount of \$1.00.	

<u> </u>	THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY					
D. Only an plaintiff the way to the A damage defenda		Only an plaintiff the way to the damage defenda	swer this question if you awarded damages to these is on this claim, and checked box "I" above as one of s that defendant Wesley breached its fiduciary duty Asa-Brandt plaintiffs. What amount of the total s in box 5a or box 5b, if any, did you award against ant Wesley based on the breach of fiduciary duty and in box "I"? \$			
6	6 Punitive Damages (If you have found in favor of the Asa-Brandt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.		Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No		
			What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>190,5</u> 09.55		
			Was the conduct of defendant Wesley directed specifically at the Asa-Brandt plaintiffs?	Yes No		
			Only answer this question if you awarded punitive damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Asa-Brandt plaintiffs. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000			

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT						
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant	Asa-Brandt Plaintiffs					
	Wesley, go on to line 2, but if your answer is in favor of the Asa-Brandt plaintiffs, go on to consider plaintiff Robert Becker's breach of contract claim.)	Defendant Wesley					
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for the Asa-Brandt plaintiffs' breach of contract are explained in Final Jury Instruction No. 11?						

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$, or				
	Nominal damages in the amount of \$1.00.				

Date: 13 Jul 01 Time: 1230

As to plaintiff Robert Becker, we, the jury, unanimously find as follows:

	PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF CONTRACT					
1	On pla explai you fi	ert Becker				
	Becke defend fidució	/esley				
2	If you plainti explai					
	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$\frac{15}{150}\$ or					
•		Nominal damag	ges in the amount of \$1.00.			
3	Punitive Damages (If you have found in favor of plaintiff Robert Becker, you may award punitive damages as punitive damages are		Do you find by the greater weight of and satisfactory evidence that the converse weight of wesley constituted willful and wanted rights of another? (If your answer to the do not answer the remaining questions go on to consider plaintiff's bread claim.)	onduct of defendant on disregard for the his question is "No." is in this section but	Yes No	
	explained in Final Instruction 10. What amount of punitive damages, if any do you awar against defendant Wesley?				\$5000	
	Was the conduct of defendant Wesley directed specifically at plaintiff Robert Becker?		Y Yes No			

1	PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY						
1	On plaintiff Robert Becker's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Robert Becker? (If your answer is in favor of plaintiff Robert Becker, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes					

F	PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY						
2	Wesley Becker to line	plained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to plaintiff Robert Power is in favor of plaintiff Robert Becker, go on 3, but if your answer is in favor of defendant Wesley, go on ider the defendant's counterclaim of breach of contract.)	YesNo				
3	was the your and but if you	lained in Final Iury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to plaintiff Robert Becker proximate cause of damage to plaintiff Robert Becker? (If aswer is in favor of plaintiff Robert Becker, go on to line 4, our answer is in favor of defendant Wesley, go on to consider endant's counterclaim of breach of contract.)	No				
4	through Instruct Wesley	found in favor of plaintiff Robert Becker on questions 1 a 3, in which of the following ways identified in Final Jury ion No. 7, beginning on page 33, do you find that defendant 's breach of its fiduciary duty was a proximate cause of to plaintiff Robert Becker? (<i>Please mark all that apply.</i>)					
	A. *	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.					
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.					
	с. <u>Х</u>	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.					
	D. Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.						
	E.	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.					
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.					
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.					

P	LAINT	IFF ROBERT BECKER'S CLAIM OF BREACH OF FIL	DUCIARY DUTY
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.	
	<u>7</u>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.	
5	you aw Wesley	found in favor of plaintiff Robert Becker, what damages do ard to this plaintiff on this claim, as damages for defendant 's breach of fiduciary duty are explained in Final Jury tion No. 11?	
	A.	Monetary losses, in the amount of \$, or	1
	В.	"Benefit of the bargain" damages, in the amount of \$, or	
	c _X	Nominal damages in the amount of \$1.00.	
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Robert Becker. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$	

	PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY				
6	Punitive Damages (If you have found in favor of plaintiff Robert Becker, you may award punitive damages as punitive damages are explained in Final	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No		
	Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$ 137,540.80		
	·	Was the conduct of defendant Wesley directed specifically at plaintiff Robert Becker?	X Yes		
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Robert Becker. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000			

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
1	On defendant Wesley's counterclaim of breach of contract as explained in Final Jury Instruction No. 8, in whose favious you find? (If your answer is in favor of defendant to the second test of the second	or P	Plaintiff Robert Becker			
	Wesley, go on to line 2, but if your answer is in favor plaintiff Robert Becker, go on to consider plaintiff Denn Cink's breach of contract claim.)	of				
2	If you found in favor cf defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Robert Becker's breach of contract are explained in Final Jury Instruction No. 11?					
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$, or					
	Nominal damages in the amount of \$1.00.					

Date: 13 Jul 1 Time: 1231

As to plaintiff Dennis Cink, we, the jury, unanimously find as follows:

	PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF CONTRACT						
1	On plaintiff Dennis Cink's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? (If your answer is in favor of plaintiff Dennis Cink, go on to line 2, but if your answer is in favor of defendant			nis Cink's			
	Wesley duty cl		er the plaintiff's breach-of-fiduciary-	Defendant W	esley		
2	plainti	ff on this claim,	plaintiff Dennis Cink, what damages of as damages for defendant Wesley's br Instruction No. 11?	do you award to this each of contract are			
	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$44,45000, or						
		Nominal damag	es in the amount of \$1.00.				
3	(If you favor Denniawar damag damag	we Damages have found in of plaintiff s Cink, you may d punitive ges as punitive ages are	Do you find by the greater weight of and satisfactory evidence that the converse will we will will and want rights of another? (If your answer to to do not answer the remaining questions go on to consider plaintiff's break claim.)	onduct of defendant on disregard for the his question is "No," ns in this section but	Yes No		
	Instruction 10. What amount of punitive damages, if any do you award against defendant Wesley?			if any do you award	\$ <i>500</i> 0		
			Was the conduct of defendant Wesley at plaintiff Dennis Cink?	directed specifically	Yes No		

	PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY DUTY				
1	On plaintiff Dennis Cink's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Dennis Cink? (If your answer is in favor of plaintiff Dennis Cink, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No			

	PLAIN	TIFF DENNIS CINK'S CLAIM OF BREACH OF FIDU	JCIARY DUTY
2	Wesley (If your but if yo	lained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to plaintiff Dennis Cink? answer is in favor of plaintiff Dennis Cink, go on to line 3, our answer is in favor of defendant Wesley, go on to consider and ant's counterclaim of breach of contract.)	No
3	breach of was the your and if your a	ained in Final Jury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to plaintiff Dennis Cink proximate cause of damage to plaintiff Dennis Cink? (If swer is in favor of plaintiff Dennis Cink, go on to line 4, but answer is in favor of defendant Wesley, go on to consider the unt's counterclaim of breach of contract.)	YesNo
4	3, in wh No. 7, t breach	bund in favor of plaintiff Dennis Cink on questions 1 through eich of the following ways identified in Final Jury Instruction beginning on page 33, do you find that defendant Wesley's of its fiduciary duty was a proximate cause of damage to f Dennis Cink? (<i>Please mark all that apply</i> .)	
	A.	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	c. /	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D ₁	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	100 A
	E.	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

	PLAIN	VTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDU	CIARY DUTY	
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.		
	I.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.		
5	If you found in favor of plaintiff Dennis Cink, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?			
	A.	Monetary losses, in the amount of \$, or		
	В.	"Benefit of the bargain" damages, in the amount of \$, or		
	c,	Nominal damages in the amount of \$1.00.		
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Dennis Cink. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$		

	PLAINTIFF D	ENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY	DUTY
6	Punitive Damages (If you have found in favor of plaintiff Dennis Cink, you may award punitive damages as punitive damages are explained in Final	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No
	Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$127,410.55
		Was the conduct of defendant Wesley directed specifically at plaintiff Dennis Cink?	Yes No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Dennis Cink. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Dennis Cink, go on to consider plaintiff Duane DeWaard's breach of contract claim.)	Plaintiff Dennis Cink Defendant Wesley				
2	If you found in favor of defendant Wesley, what damages do y award to defendant Wesley on this claim, as damages for plain Dennis Cink' breach of contract are explained in Final Juntary Instruction No. 11?	tiff [* ***				
	The difference between the market price of the grain at time Wesley learned of the breach and the contract price the grain. in the amount of \$, or	the of				
	Nominal damages in the amount of \$1.00.					

Date: 13 Jul 1 Time: 1.23 \$\frac{1}{2}\$

As to plaintiff Duane DeWaard, we, the jury, unanimously find as follows:

		PLAINTIFF DU	ANE DEWAARD'S CLAIM OF BR	REACH OF CONTR	ACT
1	On plaintiff Duane DeWaard's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? (If your answer is in favor of plaintiff Duane				
	DeWa defend fidució	esley			
2	If you this pl are ex				
	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$3,717.50 or				
		Nominal damag	es in the amount of \$1.00.		142
3	Punitive Damages (If you have found in favor of plaintiff Duane DeWaard, you may award punitive damages as punitive d a m a g e s a r e		Do you find by the greater weight of and satisfactory evidence that the converge will be desired with the converge will be desired will be desired with the satisfactory of the satisf	onduct of defendant on disregard for the his question is "No," ns in this section but	Yes No
	Instruction 10. What amount of punitive damages, if any do you award against defendant Wesley?			\$ <u>5000</u>	
			Was the conduct of defendant Wesley at plaintiff Duane DeWaard?	directed specifically	

P	PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY					
1	On plaintiff Duane DeWaard's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Duane DeWaard? (If your answer is in favor of plaintiff DeWaard. go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No				

P	PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY					
2	As exp Wesley DeWaa	lained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to plaintiff Duane rd? (If your answer is in favor of plaintiff, go on to line 3, our answer is in favor of defendant Wesley, go on to consider and and the counterclaim of breach of contract.)	No			
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Duane DeWaard was the proximate cause of damage to plaintiff Duane DeWaard? (If your answer is in favor of plaintiff Duane DeWaard, go on to line 1, but if your answer is in favor of defendant Wesley. go on to consider the defendant's counterclaim of breach of contract.)					
4	through Instruct Wesley	Found in favor of plaintiff Duane DeWaard on questions 1 3, in which of the following ways identified in Final Jury ion No. 7, beginning on page 33, do you find that defendant 's breach of its fiduciary duty was a proximate cause of to plaintiff Duane DeWaard? (<i>Please mark all that apply.</i>)				
	A. *	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.				
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.				
	с. Х	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.				
	D. Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.					
E. Wesley failed to adequately warn properties material risks inherent in the flex-hedge.		Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.				
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.				
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.				

P	LAINT	IFF DUANE DEWAARD'S CLAIM OF BREACH OF FI	DUCIARY DUTY
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.	
	I.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.	
5	you aw Wesley	Found in favor of plaintiff Duane DeWaard, what damages do rard to this plaintiff on this claim, as damages for defendant r's breach of fiduciary duty are explained in Final Jury tion No. 11?	
	A.	Monetary losses, in the amount of \$, or	
	В.	"Benefit of the bargain" damages, in the amount of \$, or	
	C. <u>X</u>	Nominal damages in the amount of \$1.00.	
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Duane DeWaard. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$	

	PLAINTIFF DUA	ANE DEWAARD'S CLAIM OF BREACH OF FIDUCIAR	Y DUTY
6	Punitive Damages (If you have found in favor of plaintiff Duane DeWaard, you may award punitive damages as punitive damages are explained in	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No
	Final Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>124,954.3</u> 0
		Was the conduct of defendant Wesley directed specifically at plaintiff Duane DeWaard?	
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Duane DeWaard. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100 \tag{6}	

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT				
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Duane DeWaard, go on to consider plaintiff Beverly Everett's breach of contract claim.) Plaintiff Duane DeW Plaintiff Duane DeWaard, go on to consider plaintiff Defendant Wesley				
2	If you found in favor cf defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Duane DeWaard's breach of contract are explained in Final Jury Instruction No. 11?				
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$, or				
	Nominal damages in the amount of \$1.00.				

Date: 13 11 Time: 1237

As to plaintiff Beverly Everett, we, the jury, unanimously find as follows:

	PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF CONTRACT				
1	explained in Final Jury you find? (If your and		swer is in favor of plaintiff Beverly	Plaintiff Beverly Everett	
	Everett, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.) Defendant W			esley	
2	If you found in favor of plaintiff Beverly Everett, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?				
	1	The increased Wesley fully pe	dollar value that this plaintiff would hav rformed the contract, in the amount of S	e received had 927,50,	
		Nominal damag	es in the amount of \$1.00.		
3	Punitive Damages (If you have found in favor of plaintiff Beverly Everett, you may award punitive damages as punitive damages are		and satisfactory evidence that the conduct of defendant		X Yes No
		ined in Final action 10.	What amount of punitive damages, if any against defendant Wesley?	do you award	\$5000
	Was the conduct of defendant Wesley directed specifically at plaintiff Beverly Everett?			eted specifically	Yes
	PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY				
	On plaintiff Beverly Everett's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Beverly Everett? (If your answer is in favor of plaintiff Beverly Everett, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)				

PI	PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY				
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Beverly Everett? (If your answer is in favor of plaintiff Beverly Everett, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)				
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Beverly Everett was the proximate cause of damage to plaintiff Beverly Everett? (If your answer is in favor of plaintiff Beverly Everett, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)				
4	If you found in favor of plaintiff Beverly Everett on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Beverly Everett? (Please mark all that apply.)				
	A. X	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.			
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.			
	c.	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.			
	D.	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.			
	EX_	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.			
	F	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.			
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.			

PI	AINTI	FF BEVERLY EVERETT'S CLAIM OF BREACH OF F	DUCIARY DUTY	
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.		
	I.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.		
5	you aw Wesley	found in favor of plaintiff Beverly Everett, what damages do eard to this plaintiff on this claim, as damages for defendant s's breach of fiduciary duty are explained in Final Jury tion No. 11?	nt	
	A.	Monetary losses, in the amount of \$, or	The second secon	
	В.	"Benefit of the bargain" damages, in the amount of \$, or		
	C	Nominal damages in the amount of \$1.00.		
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Beverly Everett. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$		

	PLAINTIFF BEV	ERLY EVERETT'S CLAIM OF BREACH OF FIDUCIAL	RY DUTY
6	Punitive Damages (If you have found in favor of plaintiff Beverly Everett, you may award punitive damages as punitive damages are explained in	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Ycs No
	Final Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$ 132,653,80
		Was the conduct of defendant Wesley directed specifically at plaintiff Beverly Everett?	Yes No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Beverly Everett. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT				
1	do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of	Plaintiff Beverly Everett Defendant Wesley			
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Beverly Everett's breach of contract are explained in Final Jury Instruction No. 11?				
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$, or				
	Nominal damages in the amount of \$1.00.				

Date: 13 Jul (1) | Time: 12-3)

As to plaintiff Richard Gardner, we, the jury, unanimously find as follows:

1			PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF CONTRACT					
	On plaintiff Richard Gardner's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? (If your answer is in favor of plaintiff Richard			Plaintiff Richard Gardner				
	Gardner, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.) Defer				esley			
2	this pla	aintiff on this cla	f plaintiff Richard Gardner, what dama im, as damages for defendant Wesley' ury Instruction No. 11?	ges do you award to s breach of contract				
	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$35,00, or							
		Nominal damag	ges in the amount of \$1.00.					
3	Punitive Damages (If you have found in favor of plaintiff Richard Gardner, you may award punitive damages as punitive damages as a re		Do you find by the greater weight of and satisfactory evidence that the converse weights of another? (If your answer to the do not answer the remaining question go on to consider plaintiff's bread claim.)	onduct of defendant on disregard for the his question is "No." as in this section but	YesNo			
	explained in Final Instruction 10. What amount of punitive damages, if any do you awa against defendant Wesley? Was the conduct of defendant Wesley directed specifica at plaintiff Richard Gardner?		f any do you award	\$5000				
			directed specifically	Yes				

PI	PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY				
1	On plaintiff Richard Gardner's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Richard Gardner? (If your answer is in favor of plaintiff Richard Gardner, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No			

PL	PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY			
2	As exp Wesley Gardne	lained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to plaintiff Richard of the fiduciary of plaintiff Richard Gardner, to line 3, but if your answer is in favor of defendant Wesley, to consider the defendant's counterclaim of breach of	No	
3	breach Gardne Gardne go on to	lained in Final Jury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to plaintiff Richard r was the proximate cause of damage to plaintiff Richard r? (If your answer is in favor of plaintiff Richard Gardner, to line 4, but if your answer is in favor of defendant Wesley, to consider the defendant's counterclaim of breach of et.)	Yes No	
4	If you found in favor of plaintiff Richard Gardner on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Richard Gardner? (Please mark all that apply.)			
	A.	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.		
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.		
	с. _ Х _	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.		
	D.	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.		
	E.,	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.		
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.		
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.		

PL	PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY			
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.		
	ī.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.		
5	you aw Wesley	Found in favor of plaintiff Richard Gardner, what damages do and to this plaintiff on this claim, as damages for defendant 's breach of fiduciary duty are explained in Final Jury tion No. 11?	t	
	A.	Monetary losses, in the amount of \$, or	- 1	
	В.	"Benefit of the bargain" damages, in the amount of \$, or	Section 2.	
	C.	Nominal damages in the amount of \$1.00.		
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Richard Gardner. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$		

Γ	PLAINTIFF RICH	IARD GARDNER'S CLAIM OF BREACH OF FIDUCIA	RY DUTY
6	Punitive Damages (If you have found in favor of plaintiff Richard Gardner, you may award punitive damages as punitive damages are explained in	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No
	Final Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>125, 612.</u> 05
		Was the conduct of defendant Wesley directed specifically at plaintiff Richard Gardner?	
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Richard Gardner. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100.000	

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREA	CH OF CONTRACT
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant	Plaintiff Richard Gardner
	Wesley, go on to line 2, but if your answer is in favor of plaintiff Richard Gardner, go on to consider plaintiff Edward Otis's breach of contract claim.)	Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do award to defendant Wesley on this claim, as damages for pla Richard Gardner's breach of contract are explained in Final Instruction No. 11?	intiff
	The difference between the market price of the grain time Wesley learned of the breach and the contract pr the grain, in the amount of \$, or	at the ice of
	Nominal damages in the amount of \$1.00.	

Date: 13 - 1(1(1)) | Time: 12-2(1)

As to plaintiff Edward Otis, we, the jury, unanimously find as follows:

	PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF CONTRACT						
1	you find? (If your answer is in favor of plaintiff Edward Otis, go on to line 2, but if your answer is in favor of defendant			Plaintiff Edw			
		Wesley, go on to consider the plaintiff's breach-of-fiduciary- duty claim.) Defendant V					
2	If you plainti explai						
	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$\frac{17}{43000}\$, or			have received had			
		Nominal damag	es in the amount of \$1.00.				
3	Punitive Damages (If you have found in favor of plaintiff Edward Otis, you may a ward punitive damages as punitive damages as punitive damages as punitive damages as punitive explained in Final Instruction 10. Do you find by the greater weight of clear, convincing and satisfactory evidence that the conduct of defendation was an analysis and satisfactory evidence that t		onduct of defendant on disregard for the his question is "No," ns in this section but	X_ Yes No			
			f any do you award	\$ <i>5000</i>			
	Was the conduct of defendant Wesley directed specifically at plaintiff Edward Otis?			Yes No			

	PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY				
1	On plaintiff Edward Otis's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Edward Otis? (If your answer is in favor of plaintiff Edward Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No			

	PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY				
2	Wesley (If your but if yo	plained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to plaintiff Edward Otis? In answer is in favor of plaintiff Edward Otis, go on to line 3, our answer is in favor of defendant Wesley, go on to consider tendant's counterclaim of breach of contract.)	No		
3	breach was the your an if your	lained in Final Jury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to plaintiff Edward Otise proximate cause of damage to plaintiff Edward Otis? (If aswer is in favor of plaintiff Edward Otis, go on to line 4, but answer is in favor of defendant Wesley, go on to consider the ant's counterclaim of breach of contract.)	Yes No		
4	If you found in favor of plaintiff Edward Otis on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Edward Otis? (<i>Please mark all that apply</i> .)				
	A.	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.			
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.			
	c.	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.			
	D.	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.			
	E	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.			
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.			
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.			

	PLAIN	TIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDU	UCIARY DUTY	
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.		
	I. **	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe		
5	award Wesley	found in favor of plaintiff Edward Otis, what damages do you to this plaintiff on this claim, as damages for defendant is breach of fiduciary duty are explained in Final Jury tion No. 11?	nis claim, as damages for defendant	
	A.	Monetary losses, in the amount of \$, or		
	В.	"Benefit of the bargain" damages, in the amount of \$, or	70.0	
	C.	Nominal damages in the amount of \$1.00.		
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Edward Otis. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$		

	PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY				
6	Punitive Damages (If you have found in favor of plaintiff Edward Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No		
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>137,324.</u> 55		
		Was the conduct of defendant Wesley directed specifically at plaintiff Edward Otis?	Yes No		
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Edward Otis. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100.000			

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Edward Otis, go on to consider plaintiff James Otis's breach of contract claim.) Plaintiff Edward Oti					
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Edward Otis's breach of contract are explained in Final Jury Instruction No. 11?					
	The difference between the market price of the grain at a time Wesley learned of the breach and the contract price the grain, in the amount of \$, or					
	Nominal damages in the amount of \$1.00.					

Date: 13 Jul 1 Time: 12 3 1

As to plaintiff James Otis, we, the jury, unanimously find as follows:

	PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF CONTRACT					
1	On plaintiff James Otis's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? (If your answer is in favor of plaintiff James Otis, go on to line 2, but if your answer is in favor of defendant				es Otis	
	go on Wesley duty c	esley				
2	If you found in favor of plaintiff James Otis, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?					
	4		ollar value that this plaintiff would have received had formed the contract, in the amount of \$65,587,50			
		Nominal damag	ges in the amount of \$1.00.	3. AT 10		
3	3 Punitive Damages (If you have found in favor of plaintiff James Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.		Do you find by the greater weight of and satisfactory evidence that the converse weight of wesley constituted willful and wanted rights of another? (If your answer to the do not answer the remaining questions go on to consider plaintiff's bread claim.)	enduct of defendant on disregard for the his question is "No," is in this section but	YesNo	
			What amount of punitive damages, if any do you award against defendant Wesley?		\$5000	
	Was the conduct of defendant Wesley directed specifically at plaintiff James Otis?			Yes		

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY					
1	On plaintiff James Otis's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff James Otis? (If your answer is in favor of plaintiff James Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No			

	PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY				
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff James Otis? (If your answer is in favor of plaintiff James Otis, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)		YesNo		
3	breach was the answer answer	lained in Final Jury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to plaintiff James Otis proximate cause of damage to plaintiff James Otis? (If your is in favor of plaintiff James Otis, go on to line 4, but if your is in favor of defendant Wesley, go on to consider the ant's counterclaim of breach of contract.)	Yes No		
4	3, in wh No. 7, breach	found in favor of plaintiff James Otis on questions 1 through nich of the following ways identified in Final Jury Instruction beginning on page 33, do you find that defendant Wesley's of its fiduciary duty was a proximate cause of damage to ff James Otis? (<i>Please mark all that apply.</i>)			
	A. } _	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.			
	B.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.			
	с. _ Х	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex hedge program and to contend with adverse market conditions.			
	D,	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.			
	E	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.			
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.			
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.			

	PLAI	NTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDU	CIARY DUTY
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.	
	I.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.	
5	award Wesley	found in favor of plaintiff James Otis, what damages do you to this plaintiff on this claim, as damages for defendant is breach of fiduciary duty are explained in Final Jury tion No. 11?	
	A.	Monetary losses, in the amount of \$, or	
	В.	"Benefit of the bargain" damages, in the amount of \$, or	
C. N		Nominal damages in the amount of \$1.00.	
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff James Otis. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$	

	PLAINTIFF J	JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY D	UTY
6	Punitive Damages (If you have found in favor of plaintiff James Otis, you may award punitive damages as punitive damages are explained in Final	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No
	Instruction 10.	What amount of punitive damages, if any do you award against defendant Wesley?	\$ 133,75/.80
		Was the conduct of defendant Wesley directed specifically at plaintiff James Otis?	Yes No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff James Otis. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

	DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff James Otis, go on to consider plaintiffs Ronald and Debra Schmidt's breach of contract claim.) Plaintiff James Otis Defendant Wesley					
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plainting James Otis's breach of contract are explained in Final Juni Instruction No. 11?	f Paris				
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$, or					
7.00	Nominal damages in the amount of \$1.00.					

Date: 13 11 1 Time: 1230

As to plaintiffs Ronald and Debra Schmidt, we, the jury, unanimously find as follows:

	THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT						
1	On the Schmidt plaintiffs' claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? (If your answer is in favor of the Schmidt plaintiffs,			Schmidt Plai	aintiffs		
	go on Wesley duty c	to line 2, but if your answer is in favor of defendant v, go on to consider the plaintiffs' breach-of-fiduciary- Defendant W			esley		
2	If you found in favor of the Schmidt plaintiffs, what damages do you award to these plaintiffs on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?						
	The increased dollar value that these plaintiffs would have received ha Wesley fully performed the contract, in the amount of \$\frac{1}{2}\frac{1}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}						
3	(If you favor plainti awar damag dam	ive Damages I have found in of the Schmidt ffs, you may d punitive tes as punitive ages are	Do you find by the greater weight of and satisfactory evidence that the converge constituted willful and wanted in the converge constituted willful and wanted on the consider the remaining question go on to consider plaintiffs' break claim.)	onduct of defendant on disregard for the his question is "No," as in this section but	Yes No		
		ned in Final ction 10.	What amount of punitive damages, if any do you award against defendant Wesley?		\$5000		
	Was the conduct of defendant Wesley directed specific at the Schmidt plaintiffs?		directed specifically	Yes No			

	THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY					
1	On the Schmidt plaintiffs' claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to the Schmidt plaintiffs? (If your answer is in favor of the Schmidt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	Yes No				

	THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY				
2	Wesley (If your but if yo	plained in Final Jury Instruction No. 7, do you find that breached the fiduciary duty owed to the Schmidt plaintiffs? canswer is in favor of the Schmidt plaintiffs, go on to line 3, our answer is in favor of defendant Wesley, go on to consider endant's counterclaim of breach of contract.)	Yes No		
3	breach was the your an if your	lained in Final Jury Instruction No. 7, do you find that the of the fiduciary duty Wesley owed to the Schmidt plaintiffs a proximate cause of damage to the Schmidt plaintiffs? (If aswer is in favor of the Schmidt plaintiffs, go on to line 4, but canswer is in favor of defendant Wesley, go on to consider the cant's counterclaim of breach of contract.)	Yes No		
4	which of 7, begind of its	found in favor of the plaintiffs on questions 1 through 3, in of the following ways identified in Final Jury Instruction No. uning on page 33, do you find that defendant Wesley's breach fiduciary duty was a proximate cause of damage to the It plaintiffs? (<i>Please mark all that apply</i> .)			
	A.	Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.			
	В.	Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.			
	c.	Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	The second secon		
	0,4	Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.			
	E.	Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.			
	F.	Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.			
	G.	Wesley took the "other side" of plaintiffs' July 1996 flex- hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.			

	THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY					
	н.	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.				
	ī.	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.				
5	award t	found in favor of the Schmidt plaintiffs, what damages do you to these plaintiffs on this claim, as damages for defendant 's breach of fiduciary duty are explained in Final Jury tion No. 11?				
	A.	Monetary losses, in the amount of \$, or				
	В.	"Benefit of the bargain" damages, in the amount of \$, or				
	C.	Nominal damages in the amount of \$1.00.				
	D.	Only answer this question if you awarded damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Schmidt plaintiffs. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$				

	THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY				
6	Punitive Damages (If you have found in favor of the Schmidt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	Yes No		
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ 140, Bu 155		
		Was the conduct of defendant Wesley directed specifically at the Schmidt plaintiffs?	Yes No		
		Only answer this question if you awarded punitive damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Schmidt plaintiffs. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ \(\text{(10.5)} \)			

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT					
1	as expla do you	do you find? (If your answer is in favor of defendant Wesley go on to line 2.)		chmidt Plaintiffs Defendant Wesley	
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for the Schmidt plaintiffs' breach of contract are explained in Final Jury Instruction No. 11?				
		The difference between the market price of the gratime Wesley learned of the breach and the contract the grain, in the amount of \$, or	t price of		
		Nominal damages in the amount of \$1.00.			

Date: 13 11 1 Time: 12-31